

## TERMS AND CONDITIONS OF USE FOR SCHOOL PREMISES

### Booking

- All hirers must be covered by Public Liability Insurance with a minimum limit of indemnity of £5 million. This must be provided to the school for verification. A copy of the policy will be taken and held on file
- The hirer should be a named individual and the agreement will be in their name. The lettings agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer
- The hirer must not sub-let to another party
- Amendments to lettings can only be made via submission of a new application form, and will be subject to the normal approval process

### Payment

- A refundable deposit may be requested for certain lettings
- Payments for all continuous lettings will be made termly in advance and invoices will be issued by the school accordingly. No refunds will be given if the hirer is unable to fulfil their part of the lettings agreement
- Payments for one-off lettings must be made in advance, on receipt of an invoice from the school
- An additional fixed charge of £20 may be made if the caretaker is called out to the site for a period of up to 30 minutes during the letting for any reason which the school deems to be non-essential (for example, in the case of a Key Holder forgetting their keys). A period of longer than 30 minutes will be charged at £15 per hour.
- Standard rate VAT may be payable on lettings in certain circumstances. Hirers will be notified by the school if VAT is applicable to their letting
- The hirer is responsible for the cost of repair or replacement resulting from any loss or damage to the school premises or equipment during the hiring (including all equipment or property), however caused or of whatever nature. All damage and/or accidents should be notified to the school immediately
- Failure to make payments relating to a lettings agreement may result in termination of the agreement

### Health & Safety

- The school will provide the hirer with the premises in good order, and will endeavour to give good notice of any unforeseen changes in availability
- The premises must be returned in the same condition, and vacated not later than the time booked. The hirer shall reimburse any costs incurred by the school if premises are not sufficiently clean for normal use by the school following hire
- Smoking is not permitted on any part of the school premises
- The school does not allow dogs (except assistance dogs) on its premises
- The hirer will have access only to the particular area(s) let to them (NB. toilet facilities are available for all indoor lettings; the facilities which are closest to the room/area

being hired should be used). In no case is access permitted to any other part of the premises, particularly areas set aside for specific use of staff

- The hirer must ensure the immediate evacuation of the premises if an alarm is triggered or when requested to do so by any member of the staff or the police or other emergency service in case of fire or other incident in any part of the premises or in or on any neighbouring land or premises or when any fire or other emergency drill is being carried out on the premises

### **Security of the premises**

- The hirer is responsible for ensuring that no unauthorised persons enter the premises during the hours of use and to ensure the premises have been fully vacated at the end of each use
- Entrance to the School will be via the main entrance, unless otherwise directed, which will be opened by the School at an agreed time. The School keys will not be available to the hirer without prior agreement and this may require a returnable deposit to be made by the hirer. It will be the responsibility of the hirer to ensure that the school premises are secure during the time they are in use

### **Safeguarding**

- The school is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment. It is a requirement that for all hires involving groups working with children, appropriate level of disclosure has been obtained from the DBS for the individuals working on the school premises. Where a DBS disclosure includes convictions, or other relevant information, the hirer is required to undertake an assessment of risk to determine whether that individual is suitable to work with children and young people. The hirer will be required to provide details of DBS checks prior to approval of the letting
- The Childcare Act 2006 provides that a person who is disqualified under the Childcare (Disqualification) Regulations 2009 may not provide relevant childcare or be directly concerned in the management of such provision. It is therefore a requirement that all hirers providing relevant childcare under the Childcare Act 2006 have informed those individuals who would be deployed to provide or manage the childcare on school premises that they will be committing an offence if they do so whilst disqualified under the 2009 Regulations and that they must inform the hirer if they consider that they could be disqualified under the legislation. In the event of any individual providing such disclosure, the hirer is required to take appropriate action to ensure that no disqualified person is employed or otherwise provides services, with or without payment, in connection with relevant childcare provision on the school premises

## **Restrictions on hiring**

- No intoxicating liquor may be brought onto or consumed on the premises during or in connection with any lettings unless with prior approval. Where approval is granted and the sale of alcohol will take place, the responsibility for obtaining the necessary licence lies solely with the hirer, who must provide evidence to the school in advance of the letting
- In the case of lettings for music, singing, dancing, or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only. There must be no infringement of copyright, and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled
- The school reserves the right to reject lettings applications; for example, where a potential hirer is offering a service which the school deems to be in direct competition with an existing hirer
- The school reserves the right to withdraw permission to use school playing fields when such playing fields are unfit for use